

# HICKORY LANE HORSE FARM

## BREEDING CONTRACT

14346 Hancock County Road 205 - Findlay, Ohio 45840

Phone: 419-422-3004 - Fax: 419-425-2999

www.hickorylanefarm.com

### FOR \_\_\_\_\_ BREEDING SEASON

NAME OF MARE \_\_\_\_\_

Color \_\_\_\_\_ Tattoo \_\_\_\_\_ Year Foaled \_\_\_\_\_

STALLION BOOKED TO \_\_\_\_\_ SERVICE FEE \$ \_\_\_\_\_

Owner of Mare \_\_\_\_\_ Cell Phone \_\_\_\_\_

Bus. Phone \_\_\_\_\_

Address \_\_\_\_\_ Home Phone \_\_\_\_\_

Number and Street

City

State

Zip Code

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Record  TROT  PACE \_\_\_\_\_ Sire \_\_\_\_\_

\$ Earnings \_\_\_\_\_

Dam \_\_\_\_\_ by \_\_\_\_\_

2<sup>nd</sup> Dam \_\_\_\_\_ by \_\_\_\_\_

Breeding information: (check if maiden: \_\_\_\_\_)

2005 Bred to \_\_\_\_\_ Foal information \_\_\_\_\_

2006 Bred to \_\_\_\_\_ Last bred \_\_\_\_\_ Preg/Bar \_\_\_\_\_

Examined by \_\_\_\_\_

Present location of mare: \_\_\_\_\_

Please indicate how mare will be bred (additional charges may apply):

(\_\_\_\_\_) **Transient** - transient farm \_\_\_\_\_ (\_\_\_\_\_) **Shipped semen** - ship to \_\_\_\_\_

FedEx / UPS Acct. # \_\_\_\_\_

(\_\_\_\_\_) **Semen pickup** (\_\_\_\_\_) **Mare will board at Hickory Lane Horse Farm** - when will mare ship in? \_\_\_\_\_

mare will stay: (\_\_\_\_) Indefinitely (\_\_\_\_) End of season (\_\_\_\_) Until Pregnant

This contract relates to the mare specifically named and described above, which description the undersigned certifies to be true and complete. The contract is valid only to the mare and owner named and may not be transferred without the express written consent of GBW Breeding Farms, Inc./ d.b.a. Hickory Lane Horse Farm ("Hickory Lane"). Hickory Lane reserves the right to refuse any mare it deems unfit for breeding. Blind mares shall not be accepted.

Neither Hickory Lane nor its officers, directors, stockholders, agents or employees shall be liable for any injury, disability or death suffered by any horse, mare, or her offspring, from any cause whatsoever, while in the care, custody or control of Hickory Lane and the undersigned owner/agent specifically agrees to this condition and hereby waives and releases all and every claim for damages resulting from such injury, disability or death.

The service fee is due and payable when the mare has a foal that can stand and nurse ("live foal"), or when the mare changes ownership, whichever occurs first. However, Hickory Lane, at its option, may require the service fee to be paid before the mare leaves the farm or immediately upon demand if Hickory Lane determines that timely payment may be in jeopardy. Hickory Lane shall presume the birth of a live foal one calendar year after breeding unless owner proves that no live foal was born. Terms are net thirty (30) days. If full payment is not received within thirty (30) days from the date of invoice, a late payment will be imposed in the amount of 1 1/2% per month compounded monthly.

All charges, including taxes, veterinary fees, blacksmiths and board, which will accrue at Hickory Lane's customary rates, must be settled before a mare is removed from the premises of Hickory Lane.

**Hickory Lane shall not issue a mating certificate pertaining to this booking until all charges due Hickory Lane from the undersigned owner/agent have been paid in full. Hickory Lane shall not issue mating certificates to agents. Only one mating certificate shall be issued by Hickory Lane relating to the owner of the mare who is the subject of this breeding contract, with the exception of natural twins.**

In the event legal assistance is required to collect charges accruing hereunder, the legal expenses incurred shall be borne by the undersigned owner/agent.

If a mare fails to produce a live foal and the fee has been paid, the fee will be refunded provided that a claim therefore is made in writing, accompanied by veterinary and mating certificates, not later than thirty days after the mare was due to foal. There shall be no return privilege. Service fees will be refunded in the event of a slip only if the mare has had at least two vaccinations during pregnancy for Equine Rhino pneumonitis (contagious abortion). A veterinary statement setting forth the date of such vaccinations must accompany the claim for refund unless the vaccination was given by Hickory Lane.

**\*\*\* Additional terms On Reverse Side \*\*\***

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NAME OF MARE \_\_\_\_\_

## \* \* \* Continuation Of Terms \* \* \*

The undersigned owner/agent certifies that the above designated mare is free of all infection and is physically fit for breeding purposes and that such mare is not unmanageable or vicious.

The undersigned acknowledges and agrees that in the event semen is transported off the premises of Hickory Lane for insemination hereunder, Hickory Lane shall not be responsible for the result of the insemination of the above-referenced mare.

Persons acting as agents must file notarized letters of authorization from the owners stating the agent is acting on their behalf and that said owner will be responsible for all expenses incurred. Failure to comply with this condition will impose personal and financial liability upon such agent with respect to all matters in connection with or arising out of this breeding contract. If the undersigned is not the owner named above, the undersigned personally guarantees the owner's obligations hereunder.

Owner/agent agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with this breeding contract is properly made and shall confer personal jurisdiction if mailed to owner/agent at the address set forth above by certified mail, postage prepaid, return receipt requested, or by overnight courier; owner/agent hereby consents that any action or proceeding against it may be commenced and maintained in any court within the State of Ohio by service of process as set forth above; and owner/agent agrees the courts of the State of Ohio shall have jurisdiction and venue is proper with respect to the subject matter hereof and the person of owner/agent. Notwithstanding any of the foregoing, Hickory Lane, in its discretion, may also initiate proceedings in the courts of any other jurisdiction in which owner/agent may be found or in which any of owner/agent properties may be located.

Owner/agent and Hickory Lane agree that this contract was formed in the State of Ohio.

Owner/agent shall immediately notify Hickory Lane of any change in owner/agent=s address as set forth above.

This breeding contract shall also constitute a security agreement. Owner/agent hereby grants to Hickory Lane a lien and security interest in and to the above -named mare and any offspring of the mare arising out of this contract. Hickory Lane shall have all the rights and remedies of a secured party under Section 1301 et. seq. of the Ohio Revised Code, including, but not limited to, the right to sell collateral in satisfaction of its lien, in accordance with all applicable laws.

Owner/agent hereby appoints Hickory Lane as its attorney-in-fact to do all acts and things on behalf of owner/agent that Hickory Lane may deem necessary or desirable to effectuate Hickory Lane=s rights under this agreement including without limitation the filing of financing statements to perfect the security interest granted hereby and execution of documents required by the USTA or any other entity to register, seller transfer to Hickory Lane or any designee thereof any horse upon which Hickory Lane has a lien hereunder.

The undersigned has read the foregoing, acknowledges that he or she has had an opportunity to discuss the provisions thereof with legal advisors, and by signing this document signifies the intent to be legally bound thereby and to legally bind the principals, if any, that he or she represents.

Owner's or Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted by:  
GBW BREEDING FARMS, INC.  
d.b.a. Hickory Lane Horse Farm

By \_\_\_\_\_

Date \_\_\_\_\_